

REMARKS

Interview summary – In the telephone conference between Primary Examiner Shahid Alam and LeRoy Maunu conducted on January 30, 2004, the limitations of claim 1 were discussed relative to cited US patent 6,263,350 to Wollrath et al. (“Wollrath”). No agreement was reached as to the allowability of claim 1. Examiner Alam indicated that a written response submitted after the final rejection would be considered.

The arguments presented in the previous Response are thought to be based on limitations in the claims, contrary to the assertion in the current Office Action that, “the features recited in the claims are different from applicant’s arguments...” If there are specific instances in the arguments where corresponding claim limitations are not seen and for which the Examiner would like clarification, further explanation is respectfully requested.

Wollrath, 35 USC §102(e)

The Office Action fails to establish that claims 1-15 are anticipated under 35 USC §102(e) by US patent 6,263,350 to Wollrath et al. (“Wollrath”). The rejection is traversed because the Office Action fails to show that every limitation in each claim is identically shown by Wollrath.

Claim 1 includes limitations that relate to managing access to objects by clients in a distributed file system, where a meta-data server manages leases to the objects. Even though it is the meta-data server that manages leases, the clients transmit the lease expiration times along with storage access requests to the storage server. From the lease expiration time, the storage server determines whether a lease is expired and denies access if so. This permits the storage server to quickly determine whether to grant access without incurring the extra overhead of managing leases since lease management is performed by the meta-data server. In addition, the storage server need not consult the meta-data server because a client transmits the lease expiration time along with a storage access request.

The Office Action fails to show that these limitations are identically taught by Wollrath. For example, Wollrath’s Abstract indicates that a server, such as a file system manager, manages leasing of storage locations. Wollrath’s FIG. 8 and accompanying discussion (col. 10-11) show that that the M1 component is hosted by the server of which the shared resource is a part. There is no apparent separation of the meta-data server and storage server functions between multiple servers. Furthermore, Wollrath’s client would have no need to transmit a lease expiration time along with a storage request because Wollrath’s M1

component manages leases, the M1 component is hosted by the server of the leased resource, and Wollrath's server thereby knows the lease expiration time without having to be informed by the client.

Claims 2-10 depend directly or indirectly from claim 1, and therefore, the Office Action fails to establish that claims 2-10 are anticipated for at least the reasons set forth above. In addition, the limitations of claims 2-10 further relate to the above-described limitations of claim 1. Therefore, the Office Action fails to establish that claims 2-10 are anticipated.


Claim 11 is a means plus function claim under 35 USC §112 paragraph 6, and the claim is thereby limited to the subject matter disclosed in the specification and equivalents. The Office Action fails to show that the limitations of claim 11 are identically shown because the teachings of the specification are ignored, for example, in regards to a meta-data server managing leases versus the storage server conditionally denying access. Therefore, the rejection of claim 11 should be withdrawn.

Claim 12 includes limitations comparable to the above-explained limitations of claim 1. Therefore, the Office Action fails to show claim 12 is anticipated, and the rejection should be withdrawn. The limitations of claims 13-15 further relate to the above-described limitations of claim 1, and therefore, claims 13-15 are not shown to be anticipated.

The Office Action fails to show that the limitations of claims 1-15 are identically shown by Wollrath, and therefore, fails to establish that the claims are anticipated. Withdrawal of the rejection and reconsideration of the claims are respectfully requested.

Respectfully submitted,

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